

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN MARIANA ISLANDS**

ZAJI O. ZAJRADHARA

Plaintiff,

Vs.

Motion to Amend

Case # CV-21-00021

**PC BARGAIN CORPORATION,
Dba Pc Bargain Store,
Leonardo Legasti**

Defendants,

COMES NOW, Plaintiff Zaji O. Zajradhara, with the Complaint

Against PC BARGAIN CORPORATION, dba Pc Bargain Store, Leonardo Legasti.

INTRODUCTION

1. This is an action of a civil nature involving exclusive of interests and costs, a sum in excess of \$25,000. Every issue of law and fact is wholly between citizens and/or corporation of the Commonwealth of the Northern Mariana Islands.

JURISDICTION

2. This court has jurisdiction pursuant to the provisions of 28 U.S.C. 1332(a)(2).

VENUE

3. Venue is proper, pursuant to 28 U.S.C 1391(b)(2), because the events giving rise to this cause of action occurred in the Commonwealth of the Northern Mariana Islands.

PARTIES

4. Plaintiff Zaji O. Zajradhara is a citizen of the Commonwealth of the Northern Mariana Islands.
5. Defendant PC BARGAIN Corporation operating in the CNMI-USA.

FACTS

6. Defendant PC BARGAIN, institutes and operates a Computer and Tech Store, and Dining Facility in Saipan, CNMI-USA..
7. At all times mentioned herein, Plaintiff has had a distinguished career in various industries, working in Tokyo, Japan, Yangon, Myanmar and Saipan, MP 96950, before his attempt employment with PC BARGAIN CORP.
8. On August 30th, 2020, Plaintiff applied electronically for the position(s) of: General Manager 20-08-86316 and Administrative Assistant; and yet again, the Plaintiff applied in December 22, 2020 for the Position(s) of Sales Representative and Online Marketing Specialist.
9. Plaintiff, received an email from the Respondent stating that he must fill out additional paperwork, The Plaintiff shall prove via 20 CFR 655.456(2) in court that using the Respondents own records; no such paperwork was required of previous U.S. Citizen nor CW-1 Workers. Further, The Respondent falsely stated to the Plaintiff that in fact they could not interview "physically"; while during the same time, conducting face to face business transactions, as well as overseeing renovation projects within the store; Lastly the Respondent did not interview the Plaintiff for any of the positions applied for.
10. In 2020, Plaintiff filed a claim with the EEOC for discrimination.
11. On June 22 2021, EEOC set the Plaintiff received electronic notice of Dismissal and Notice of Rights.

FIRST CAUSE OF ACTION VIOLATION OF 42 U.S.C. 1981

12. Plaintiff states and alleges as if fully set forth herein paragraphs 1 through 11,
13. Defendant's actions described herein, deprived Plaintiff of the rights enjoyed by all citizens to the creation, performance, enjoyment, and all benefits and privileges of employment relationship on the basis of his being an Afro-Latino-Seminole American and a U.S. citizen, in violation of 42 U.S.C 1981.
14. As a result of Pc Bargain's discrimination, in violation of Section 1981, Plaintiff has been denied an employment opportunity providing substantial compensations and benefits, thereby entitling him to injunctive and equitable monetary relief and has suffered anguish, humiliation, distress, and loss of enjoyment of life because of Pc Bargain's actions, entitling him to compensatory damages.

15. In its discriminatory actions, as alleged above, Pc Bargain has acted with malice and reckless indifference to the rights of Plaintiff, thereby entitling him to an award of punitive damages.
16. Defendant Pc Bargain, on September 24, 2020, sent the plaintiff an email requesting 'when/what time is/was best for a telephonic interview; on September 26,2020, the Plaintiff responded that 9 am or 10am. The Respondent never contacted the Plaintiff for the interview; therefore, it is the Plaintiff's position that the defendant FALSIFIED and or made false statements upon the following federal visa documents: FORM ETA-9142C, I-129CWR, which is itself a federal crime: 18 USC 2, 18 USC 1001, 18 USC 1546, AND 18 USC 1621, as well as 28 US. Code1746. Lastly, the Respondent is in violation of the following: 20 CFR 655.423 (e), (m), (p), and 655.423 (q); 20 CFR 655.440(c) and (d) and 20 CFR 655.451(a) illegally denied the Plaintiff employment because of Plaintiff's complaints and reports various companies that have been in violation of immigration laws evidenced by a pattern and practice of rejecting qualified U.S. applicants in favor of applicants from Asians countries.
17. Plaintiff believed these actions of Pc Bargain to be illegal and violations of public policy 48 USC 1806 and that the Plaintiff served notice to the Respondent that "he" would be acting in the best interest of the employer by bringing them and their behavior to the attention of the EEOC and demanding that they be stopped.
18. As a proximate result of this Constructive Denial in violation of public policy, Plaintiff was caused to suffer, and continues to suffer, from lost wages and other consequential damages, including, inter alia, damages for anxiety and severe emotional distress according to proof to be presented at trial
19. Defendant PC BARGAIN did the things hereinabove alleged, intentionally, oppressively, and maliciously, with an evil and malevolent motive to injure Plaintiff. These acts, which resulted in Plaintiff's constructive denial goes against public policy, and violated The CNMI Workforce Act of 2018 of good faith and fair dealing and were obnoxious, despicable, and ought not to be suffered by any member of the community.
20. All actions of PC BARGAIN, its employees and agents, and each of them as herein alleged, were intentional and malicious and were known, ratified and approved by the officers, managing agents and owner of PC BARGAIN and Plaintiff is, therefore, entitled to punitive or exemplary damages against Imperial Pacific, in an amount to be determined at the time of trial.

**SECOND CAUSE OF ACTION
(IMMIGRATION VIOLATIONS)**

21. Plaintiff states and alleges as if fully set forth herein paragraphs 1 through 26.
22. Defendant's actions described herein, deprived Plaintiff of the rights enjoyed by all citizens to the creation, performance, enjoyment, and all benefits and privileges of a employment relationship on the basis of his being an Afro-Latino-Seminole American and a U.S. citizen, in violation of 42 U.S.C 1981.
23. Defendant Pc Bargain, on September 24, 2020, sent the plaintiff an email requesting 'when/what time is/was best for a telephonic interview; on September 26, 2020, the Plaintiff responded that 9 am or 10am. The Respondent never contacted the Plaintiff for the interview; therefore, it is the Plaintiff's position that the defendant FALSIFIED and or made false statements upon the following federal visa documents: FORM ETA-9142C, I-129CWR, which is itself a federal crime: 18 USC 2, 18 USC 1001, 18 USC 1546, AND 18 USC 1621, as well as 28 U.S. Code 1746. Lastly, the Respondent is in violation of the following: 20 CFR 655.423 (e), (m), (p), and 655.423 (q); 20 CFR 655.440(c) and (d) and 20 CFR 655.451(a) illegally denied the Plaintiff employment because of Plaintiff's complaints and reports various companies that have been in violation of immigration laws evidenced by a pattern and practice of rejecting qualified U.S. applicants in favor of applicants from Asians countries
24. In its discriminatory actions, as alleged above, PC BARGAIN has acted with malice and reckless indifference to the rights of Plaintiff, thereby entitling him to an award of punitive damages.

**THIRD CAUSE OF ACTION
(WRONGFUL FAILURE TO HIRE)**

25. Plaintiff states and alleges as if fully set forth herein paragraphs 1 through 34.
26. On or about August 30 2020, Plaintiff applied for the position(s) of General Manager JVA 20-08-86316 and JVA 20-08-86320 Administrative Assistant; and again on December 22, 2020 for the position (s) of Sales Representative and Online Marketing Specialist-; which PC BARGAIN knew that he was eminently qualified to fulfill.
27. Plaintiff was never given an interview pursuant to his application for the position even though he was the most qualified, but instead, PC BARGAIN simply gave the position to a CW-1 Worker, a citizen of Asian decent.

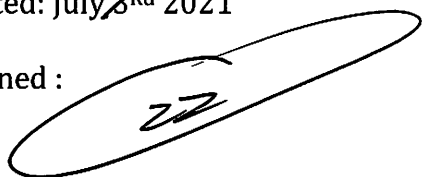
28. Defendant PC BARGAIN was required under CNMI and U.S. law to consider available and qualified U.S. citizens before hiring non-U.S. citizens, but failed to follow this law, conducted no interview with Plaintiff and then, without any explanation, gave the position to a non-U.S. citizen, even though a qualified U.S. citizen was available.
29. Defendant PC BARGAIN's actions in hiring non-U.S. citizen instead of an available and qualified U.S. citizen violated the law and public policy of the CNMI and the United States, which promotes employment of U.S. citizens.
30. As a proximate result of this wrongful violation of U.S. law and public policy, Plaintiff was caused to suffer, and continues to suffer from lost wages and other consequential damages, including, inter alia, damages from anxiety and severe emotional distress.
31. Defendant PC BARGAIN did the things hereinabove alleged, intentionally. Oppressively, and maliciously, with an evil and malevolent motive to injure Plaintiff. These acts, which resulted in PC BARGAIN's hiring a non-U.S. citizen for a position that a qualified U.S. citizen had applied for were not only a violation of law, but also were obnoxious, despicable, and ought not to be suffered by any member of the community.
32. All actions of PC BARGAIN, its employees and agents, and each of them as herein alleged, were intentional, malicious, known, ratified and approved by officers or managing agents of Imperial and Plaintiff is, therefore, entitled to punitive or exemplary damages in an amount to be determined at the time of trial.

PRAYER FOR RELIEF

1. For actual damages in an amount to be proven at trial.
2. For punitive damages to be determined at trial: and
3. For such other and further relief as the court deems appropriate.

Dated: July 3rd 2021

Signed :

A handwritten signature, likely "Zaji O. Zajiadham", is enclosed within a large, hand-drawn oval.

Zaji O. Zajiadham
4:23 PM

EXHIBITS:

FOR CASE: **PC BARGAIN "EEOC MATTER" # 486-2021-00064**

1#

RE: JVA's 20-08-86316 - general manager & JVA 20-08-86320 administrative assistant

Yahoo/Sent

Zaji Zajrdhara <zajiversa@yahoo.com>

To:PCBARGAINCORP@GMAIL.COM,JULLOALABOR@GMAIL.COM

Sun. Aug 30, 2020 at 2:11 PM

Good Day

Since I noticed that your company has 2 renewal positions available, I am sending/forwarding you my resume for BOTH so as to not complicate the processing of said information..

Have a great Sun-day.

2#

PC Bargain <pcbargaincorp@gmail.com>

To:Zaji Zajrdhara

Tue, Sep 8, 2020 at 6:45 PM

Hi,

Greetings!

We have viewed your response in our vacancy announcement and would like to thank you for your interest in applying for the above position.

In order for us to further evaluate, we would appreciate having the attached file be sent back to us, once you filled up. This form is for the purpose of evaluating an applicant as an initial background review aside from the personal interview and additional written examination as may be deemed necessary, which will be advised later.

Thank you and we hope to hear from you the soonest.

The Management- PC Bargain Corporation

Tel: 233-3377 / Mobile: 789-8261

3#

Zaji Zajrdhara <zajiversal@yahoo.com>

To:PC Bargain,JULLOALABOR@GMAIL.COM,Fansler Craig (CRT)

Tue, Sep 8, 2020 at 7:52 PM

Good evening, BELOW IS A COPY OF THE JVA AS POSTED BY YOUR COMPANY; FOR YOUR PURVIEW, AS YOU CAN SEE...I DO NOT SEE SUCH A REQUIREMENT AS PART OF THE HIRING PROTOCOLS; MOREOVER, BEFORE I SUBJECT MYSELF TO SUCH A REQUIREMENT, I WOULD LIKE PROOF FROM YOUR COMPANY THAT ALL CW-1 WORKERS, AND OR QUALIFIED CITIZENS HAVE FILLED OUT SUCH PAPERWORK...

LASTLY, UNDER BOTH FEDERAL AND LOCAL LAW, YOUR COMPANY IS BOUND TO TRAIN AND OR HIRE ALL QUALIFIED AMERICAN AND OR STATUS QUALIFIED CITIZENS, AND PRACTICE "GOOD FAITH EFFORTS" WHILE DOING SO...

THIS AB LIB REQUIREMENT SMACKS OF AN ATTEMPTED EFFORT AT BIASED HIRING PRACTICES. THANK YOU

ZAJI

Vacancies

[Vacancies](#) > Job Vacancy Announcement Detail

Job Vacancy Announcement Detail

Employer: PC Bargain Corporation

DBA: PC Bargain Store

Address: PO Box 505644
Saipan, Northern Mariana Islands
96950 United States

Phone: 670-233-3777

[Contact PC Bargain Corporation via email](#)

Job Vacancy Announcement	JVA
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JVA Type:	Renewal
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Island	Saipan
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<u>FLSA</u> Covered?	Yes, covered
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<u>DOD</u> related?	No
PERM related? *	No
<u>VEVRAA</u> related?	No
Original Number of Openings:	1
Number of Openings Currently Available	1
Specific Worksite location:	Beach Road, Garapan Village Saipan
Job Classification:	Management Occupations
Job Title:	General Manager
Announcement Number:	20-08-86316
Job Classification:	Management Occupations
Opening Date:	8/22/2020
Closing Date:	9/12/2020
Salary Range:	\$30.92 to \$30.92 / Hourly
Job Title:	General Manager
Job Duties:	The General Manager plans, direct and coordinate the company's operation. Duties and responsibilities includes but not limited to formulating policies, managing daily operations and planning and maximizing the material and human resources to its utmost beneficial used for the company.
High School Diploma Required?	Yes
Qualification Requirements:	5 years work experience and has a people management or supervisory skills.
Full or Part Time:	Full Time
Hours per Week:	40
Hours per Day:	8

Payment Frequency:	Bi-Weekly
Overtime Available:	Yes
Overtime Rate:	\$46.38 - \$46.38
Rate x 1.5 per hour Exempted:	No
Specify All Payroll Deductions:	Federal and Local Taxes
Required tools, supplies and Equipment to be provided:	None
Anticipated starting date of employment:	10/1/2020
Anticipated closing date of employment:	9/30/2021
Housing Provided:	No
Food Provided:	No
Transportation required:	No
If transportation is required, daily transportation to and from the worksite(s) will be provided to the workers. Daily pick-up place(s) will be at:	N/A
Fringe Benefits:	None
Comments:	Interested applicants may send their resume at pcbargaincorp@gmail.com between 9AM to 5PM Mondays thru Fridays or may drop their resume at PC Bargain Store Beach Road Garapan Village Saipan. You may also call us at (670) 233-3777 or (670) 789-8261

JVA 20-08-86320 – ADMINISTRATIVE ASSISTANT

Job Vacancy Announcement Detail

Employer: PC Bargain Corporation

DBA: PC Bargain Store

Address: PO Box 505644
Saipan, Northern Mariana Islands
96950 United States

Phone: 670-233-3777

Contact PC Bargain Corporation via email

Job Vacancy Announcement JVA

JVA Type: Renewal

Island Saipan

FLSA Covered? Yes, covered

DOD related? No

PERM related? * No

VEVRAA related? No

Original Number of Openings: 1

Number of Openings
Currently Available 1

Specific Worksite location: PC Bargain Store, Beach Road Garapan Village,
Saipan MP

Job Classification: Office and Administrative Support Occupations

Job Title: Administrative Assistant

Announcement Number:	20-08-86320
Job Classification:	Office and Administrative Support Occupations
Opening Date:	8/22/2020
Closing Date:	9/12/2020
Salary Range:	\$15.97 to \$15.97 / Hourly
Job Title:	Administrative Assistant
Job Duties:	Duties includes but not limited to administrative works within the company like assisting in the human resources, finance and company's day to day task/activities of performing routine clerical and administrative functions such as drafting of correspondences, scheduling appointments and organizing & maintaining paper & electronic files.
High School Diploma Required?	Yes
Qualification Requirements:	Good interpersonal skills, oral and written communication.Has a basic knowledge in accounting, office programs such as microsoft excel, employee time keeping, schedules and human resources task.
Full or Part Time:	Full Time
Hours per Week:	40
Hours per Day:	8
Payment Frequency:	Bi-Weekly
Overtime Available:	Yes
Overtime Rate:	\$23.96 - \$23.96
Rate x 1.5 per hour Exempted:	No
Specify All Payroll	None

Deductions:

Required tools, supplies and Equipment to be provided: None

Anticipated starting date of employment: 10/1/2020

Anticipated closing date of employment: 9/30/2021

Housing Provided: No

Food Provided: No

Transportation required: No

If transportation is required, daily transportation to and from the worksite(s) will be provided to the workers. Daily pick-up place(s) will be at: N/A

Fringe Benefits: None

Comments: Applicants may send resume at pcbargaincorp@gmail.com, Mondays thru Fridays between 9AM to 5PM or may drop their resume at PC Bargain Store, Beach Road, Garapan Village, Saipan Or they may call us at (670) 233-3777 or (670) 789-8261 for further details.

4#

Zaji Zajrdhara <zajiversal@yahoo.com>

To:PC Bargain,JULLOALABOR@GMAIL.COM,Fansler Craig (CRT)

Mon, Sep 14, 2020 at 11:05 AM

Good morning, attached is the form...
as there is no mention of any examination.
please, note that if I am subjected to such...
I will file the necessary complaints...

5#

Zaji Zajrdhara <zajiversal@yahoo.com>

To:PC Bargain,JULLOALABOR@GMAIL.COM,Fansler Craig (CRT)

Mon, Sep 14, 2020 at 11:41 AM

AS STATED, NONE OF THE JVAs in which i have applied states anything about "additional examinations, ect"...
please, be advised...that your actions are now TAKEN AS BEING DISCRIMINATORY...BIASED, AND AS A MEANS TO KEEP NONE AMERICAN CITIZENS IN THE WORKPLACE.

6#

PC Bargain <pcbargaincorp@gmail.com>

To:Zaji Zajrdhara

Mon, Sep 14, 2020 at 12:31 PM

Hi Zaji,

Thank you for your email.

We will review and let you know immediately the schedule of your interview.

Also, we do understand your opinion, but this is just the standard recruitment process and we do not mean to discriminate anyone for any matter.

Thank you and we look forward to seeing you soon.

PC Bargain

7#

PC Bargain <pcbargaincorp@gmail.com>

To:Zaji Zajrdhara

Wed, Sep 16, 2020 at 8:20 AM

Hi Zaji

Would be available for an interview via the zoom meeting app?

Please let me know your availability.

Thank you

8#

Zaji Zajrdhara <zajiversal@yahoo.com>

To:PC Bargain,JULLOALABOR@GMAIL.COM

Wed, Sep 16, 2020 at 8:41 AM

GOOD MORNING,

JUST SAY YOUR BUSINESS IS ALLOWING CUSTOMERS,

I AM DEMANDING A PHYSICAL INTERVIEW; MOREOVER "ZOOM SOFTWARE" IS NOT, I REPEAT NOT SECURE, AND THEREFORE I SHALL NOT PLACE NEITHER MY PERSONAL NOR DATA OF OTHERS IN HARMS WAY.
THANK YOU

9#

Zaji Zajrdhara <zajiversal@yahoo.com>

To:PC Bargain,JULLOALABOR@GMAIL.COM

Wed, Sep 16, 2020 at 8:42 AM

OPPS, THATS', " JUST AS YOUR BUSINESS IS ALLOWING CUSTOMERS"...IM HOLDING MY DAUGHTER, NOW...

10#

PC Bargain <pcbargaincorp@gmail.com>

To:Zaji Zajrdhara

Cc:JULLOALABOR@GMAIL.COM

Wed, Sep 23, 2020 at 8:54 PM

Hi Zaji,

In as much as we wanted to do so, we are bound by the situation and some reasons.

First, the store now is currently under minor renovation therefore space is very limited and it does not allow or give us the privacy of conducting the personal interview.

Secondly, one of the interviewers is currently off island.

We are really hoping that i can initially set you up for an interview by tomorrow at around 3 to 4 pm via the zoom meeting application.

Otherwise, let me know your most convenient time between 1-5pm so we can proceed.

Thank you.

Regards,

11#

Zaji Zajrdhara <zajiversal@yahoo.com>

To:PC Bargain

Cc:JULLOALABOR@GMAIL.COM

Thu, Sep 24, 2020 at 10:28 AM

YOU MAY CALL ME DIRECTLY...

I DO NOT UTILIZE ZOOM SOFTWARE DUE TO MY WORK WITH THE UNITED STATES FEDERAL GOVERNMENT, AND ZOOM HAS BEEN LABELED AS A SECURITY THREAT..

SO, YOU MAY CALL ME @ 670-233-0101

THANK YOU

12#

PC Bargain <pcbargaincorp@gmail.com>

To:Zaji Zajrdhara

Thu, Sep 24, 2020 at 12:57 PM

Hi Zaji

Advise me the best time to call you.

Thank you

13#

Zaji Zajrdhara <zajiversal@yahoo.com>

To:PC Bargain,JULLOALABOR@GMAIL.COM

Sat, Sep 26, 2020 at 6:23 AM

good morning, why does your emails keep going in my spam?

anyway, yes can you call monday morning? 9-10am?

14#

Zaji Zajrdhara <zajiversal@yahoo.com>

To:PC Bargain,JULLOALABOR@GMAIL.COM

Tue, Sep 29, 2020 at 4:20 PM

HELLO, I HAVENT RECEIVED A PHONE CALL REGARDING THE POSITION...

OCT 1ST IS IN 2 DAYS IF I DO NOT HEAR FROM YOU BY THEN I SHALL FILE A FEDERAL COMPLAINT AGAINST THE BUSINESS.

THANK YOU

15#

Zaji Zajrdhara <zajiversal@yahoo.com>

To:PC Bargain,Fansler Craig (CRT),JULLOALABOR@GMAIL.COM

Wed, Sep 30, 2020 at 8:56 AM

Good morning,

i have repeatedly contacted your company regarding my interview date/times

since i have not been contacted by your company regarding the interview, i shall take this as contrustive denial of hire, and file my complaint on oct 1st, 2020

thank you

16#

Zaji Zajrdhara <zajiversal@yahoo.com>

To:hireing.saipan@gmail.com,JULLOALABOR@GMAIL.COM,Vicky Benavente,Aloot Sebastian (CRT),Davis Katelyn (CRT)and 4 more...

Tue, Dec 22, 2020 at 10:48 AM

GOOD DAY, PC BARGAIN, I SEEN THIS ADVERT(Posted on 12/21/20@ 3:20 PM) REGARDING

EMPLOYMENT OPPORTUNITIES AT YOUR COMPANY, YET I CANNOT LOCATE THE SAME

POSITIONS ON THE CNMI DEPT OF LABOR JOB VACANCY ANNOUNCEMENT VACANCIES BOARD

??? THIS IS IN VIOLATION OF BOTH FEDERAL AND LOCAL LAWS, AND SOME WOULD SAY THAT IT

IS DISCRIMINATORY, SINCE YOUR COMPANY IS ALLOWING A LIMITED "GROUP, TRIBE, AND OR NATIONALITY " TO HAVE ACCESS TO SAID ADVERTISEMENT...
LUCKILY FOR ME THAT SOMEONE FORWARDED THIS ADVERT TO MY PHONE THIS MORNING...

Nevertheless, attached you shall find my resume; in which i am applying for the following positions:

SALES REPRESENTATIVE, and ONLINE MARKETING SPECIALIST/ and ANY SUPERVISORY POSITIONS ATTACHED TO THESE POSITIONS.

Thank you.